



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

March 19, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**36**      **March 19, 2013**

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**ADOPT RESOLUTION AUTHORIZING THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO APPLY FOR GRANT FUNDING FROM THE STATE OF CALIFORNIA AND AUTHORIZE ITS DIRECTOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR A STORMWATER FLOOD MANAGEMENT GRANT (PROPOSITION 1E) FOR DEVIL'S GATE AND EATON STORMWATER FLOOD MANAGEMENT PROJECT  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

This action will allow the Los Angeles County Flood Control District to apply for and accept the award of grant funding in an amount up to \$30,000,000 from the State of California through the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Proposition 1E) for the Devil's Gate and Eaton Stormwater Flood Management Project. This project will modify existing facilities and install a pipeline to better manage stormwater runoff for reduced flood damage and increased water conservation, and will address immediate public health and safety needs by strengthening existing flood control facilities to enhance seismic safety.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Adopt a resolution approving the filing of an application with the State Department of Water Resources for grant funds of up to \$30,000,000 from the Stormwater Flood Management Grant Program under the Disaster Preparedness and Flood Prevention Bond Act of 2006, for the Devil's Gate and Eaton Stormwater Flood Management Project, and authorizing the Chief Engineer of the Los Angeles County Flood Control District or her designee to file said application with the State and,

if the grant is awarded, to negotiate and enter into a grant agreement and amendments, as necessary to complete the project, including extensions of time, minor changes in project scope, and alterations in the grant amount up to ten percent, subject to approval of such documents by County Counsel, and, if a grant agreement is entered into, to sign and submit requests for reimbursement to the State in accordance with the grant agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions are (1) to approve and authorize the filing of an application by the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee for up to \$30,000,000 in grant funding from the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Proposition 1E) for the Devil's Gate and Eaton Stormwater Flood Management Project (Grant Project); (2) to authorize the Chief Engineer of the LACFCD to accept the award of grant funds and to negotiate and enter into a grant agreement with the State of California, substantially similar in form and content to the enclosed grant agreement for the Santa Anita Stormwater Flood Management and Seismic Strengthening Project, which is another LACFCD project involving the same grant program; (3) to authorize the Chief Engineer of the LACFCD to execute amendments to the grant agreement as may be necessary to complete the project as described in this letter, including extensions of time, minor changes in project scope, and alterations in the grant amount of up to ten percent; and (4) to authorize the Chief Engineer of the LACFCD to sign and submit requests for reimbursement in accordance with the grant agreement.

The State is requiring, as a condition of the grant application, all applicant's governing boards to designate an authorized representative to submit the application and execute an agreement with the State.

The Grant Project consists of five elements to be implemented in phases. The phases include: (1) increasing storage capacity at Eaton Wash Spreading Grounds to provide more capacity for groundwater recharge and flood protection; (2) increasing the intake capacity into Eaton Wash Spreading Grounds to divert more water for groundwater recharge and flood protection; (3) modifying Eaton Wash Dam Inlet/Outlet Works to meet State seismic requirements to improve public safety and maintain flood control and water conservation capabilities; (4) installing a pump on the existing Devil's Gate Dam, an outlet in Eaton Wash, and approximately five miles of pipeline through the City of Pasadena and unincorporated County street rights of way to direct excess stormwater to groundwater recharge facilities; and (5) modifying Devil's Gate Reservoir by removing up to 2,000,000 cubic yards of sediment from the reservoir and establishing a maintenance reservoir configuration to enhance flood protection to the downstream communities when conducting future maintenance activities. The Grant Project will improve existing facilities and establish connections between LACFCD facilities to better manage stormwater, which will result in increased flood protection and groundwater recharge.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Fiscal Sustainability (Goal 2). This action actively seeks grant funds to augment the LACFCD's funding sources to address flood management and seismic safety issues and increase the capture of stormwater for water supply.

**FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The estimated cost of the Grant Project is approximately \$79,758,000. Grant funding from the State in the amount of \$30,000,000 will be used to offset the cost of the Grant Project. Funding for the Grant Project was appropriated in Fiscal Years 2009-10 through 2012-13 Flood Fund Budgets. Additional funding will be allocated in the Fiscal Years 2013-14, 2014-15, and 2015-16 Flood Fund Budgets.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Projects eligible for this grant are required to manage stormwater runoff to reduce flood damage. The Grant Project meets this requirement. The grant will reimburse up to 50 percent of eligible project costs up to a maximum amount of \$30,000,000. The remaining project cost, the local match, must be from non-State funds expended after September 29, 2008.

The Board has previously authorized construction contracts for three phases of the Grant Project. On April 20, 2010, the Board authorized the Director of Public Works to award and execute a construction contract for the Eaton Wash Spreading Grounds Improvement Project (Phase 1). On February 7, 2012, the Board authorized the Chief Engineer of the LACFCD to award and execute a construction contract for the Eaton Wash Dam and Reservoir Inlet/Outlet Works Rehabilitation (Phase 3). On December 11, 2012, the Board authorized the Chief Engineer of the LACFCD to award and execute a construction contract for the Eaton Wash Channel Improvements and Eaton Wash Spreading Grounds Basin Enlargement Project (Phase 2). Since these three projects are part of the Grant Project, the costs incurred on them are eligible as portions of the grant's required local match.

The enclosed resolution has been reviewed and approved as to form by County Counsel.

The grant agreement for the Grant Project will be reviewed and approved as to form by County Counsel prior to execution by the Director of Public Works in her capacity as the Chief Engineer of the LACFCD.

**ENVIRONMENTAL DOCUMENTATION**

The Board previously found that the Eaton Wash Spreading Grounds Improvement Project, the Eaton Wash Dam and Reservoir Inlet/Outlet Works Rehabilitation Project, and the Eaton Wash Channel Improvements and Eaton Wash Spreading Grounds Basin Enlargement Project were exempt from the provisions of the California Environmental Quality Act (CEQA).

In regard to the remaining two phases of the Grant Project, the adoption of the resolution is not a project pursuant to CEQA because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. This proposed action would create a government funding mechanism that does not involve any commitment to a specific project, which may result in a potentially significant physical impact on the environment.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Any grant funding received as a result of these actions will offset the cost of the Grant Project, which will improve seismic safety and increase water conservation.

**CONCLUSION**

Please return one adopted copy of this letter and two signed originals of the resolution to the Department of Public Works, Water Resources Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:CS:yg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
LOS ANGELES, CALIFORNIA, ACTING AS THE GOVERNING BODY OF THE  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, APPROVING THE  
APPLICATION FOR GRANT FUNDS FOR STORMWATER FLOOD MANAGEMENT  
UNDER THE DISASTER PREPAREDNESS AND FLOOD  
PREVENTION BOND ACT OF 2006 (PROPOSITION 1E) FOR DEVIL'S GATE AND  
EATON STORMWATER FLOOD MANAGEMENT PROJECT

WHEREAS, the people of the State of California have enacted the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resources Code Section 5096.800 et seq.) allocating funds to the State of California to provide funding for managing stormwater runoff to reduce flood damages (PRC 5096.827 9(c)); and

WHEREAS, the Los Angeles County Flood Control District (LACFCD) is proposing to implement the Devil's Gate and Eaton Stormwater Flood Management Project (Project) to modify existing Flood Control facilities to better manage stormwater runoff to reduce flood damage and increase water conservation, and to address immediate public health and safety needs by strengthening them to enhance seismic safety; and

WHEREAS, the Project is eligible for the award of grant funds under this State grant program; and

WHEREAS, said procedures established by the State of California require that an applicant's governing body certify, by resolution, the approval of the application before submission of said application to the State; and

WHEREAS, if an application is granted, the applicant will be required to enter into a contract with the State of California pertaining to the use of the grant funds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Los Angeles, acting as the governing body of the LACFCD:

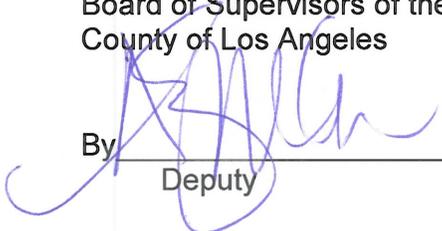
1. Approves the filing of an application for grant funds of up to \$30,000,000 from the Stormwater Flood Management Grant Program under the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resources Code Section 5096.800 et seq.) for the Project, and authorizes the Chief Engineer of the LACFCD or her designee to file said application with the State;
2. Authorizes the Chief Engineer of the LACFCD or her designee to negotiate and enter into a grant agreement with the State, if the grant is awarded, and amendments to the grant agreement, as necessary to complete the Project, including extensions of time, minor changes in project scope, and alterations in the grant amount up to ten percent, subject to approval of such documents by County Counsel.

3. Authorizes the Chief Engineer of the LACFCD or her designee, if a grant agreement is entered into with the State, to sign and submit requests for reimbursement to the State in accordance with the grant agreement.

The foregoing Resolution was adopted on the 19<sup>th</sup> day of March, 2013, by the Board of Supervisors of the County of Los Angeles acting as the governing body of the LACFCD.



SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By   
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By   
Deputy

AF:yg

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AGREEMENT NUMBER 4600009570  
PROPOSITION 1E ROUND 1 STORMWATER FLOOD MANAGEMENT GRANTS  
CALIFORNIA WATER CODE §83002 and PUBLIC RESOURCES CODE §5096.827 ET SEQ**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Los Angeles Flood Control District ("District"), a public agency in the County of Los Angeles, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee", which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resources Code (PRC) §5096.827 et seq.) to Grantee to assist in financing the project associated with the Santa Anita for the Stormwater Flood Management (SWFM) Program, collectively referred to as "SWFM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, and terminates on June 1, 2017, or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 8.
3. GRANT AMOUNT. The maximum amount payable by State under this Grant Agreement shall not exceed \$20,000,000. Reimbursement of grant funds may be claimed after December 21, 2011.
4. GRANTEE COST SHARE. The reasonable costs for this Grant Agreement are estimated to be \$40,000,000. Grantee shall provide a Cost Share (Funding Match) in the amount of at least 50% of the total project cost. Grantee's Funding Match is estimated to be \$20,000,000. Grantee's Funding Match may include cost share performed after September 30, 2008. Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of the scope of work (examples: volunteer services, equipment use, and facilities). For Funding Match guidance, see Exhibit G.
5. GRANTEE'S RESPONSIBILITY. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Schedule) and Exhibit C (Budget). Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable PRC and CWC requirements.
6. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Disaster Preparedness and Flood Prevention Bond Act of 2006.
  - a) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Grant Award/Commitment Letter, by submitting the most recent 3 years of audited financial statements.
  - b) Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
  - c) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 16, "Submission of Reports."
  - d) Grantee submits all deliverables as specified in Paragraph 16 of this Grant Agreement and in Exhibit A.
  - e) For each project, prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
    - 1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
    - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
      - i. Grantee submits all applicable environmental permits as indicated on the Environmental Information Form to the State,
      - ii. Documents that satisfy the CEQA process are received by the State,

- iii. State has completed its CEQA compliance review as a Responsible Agency, and
- iv. Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- 3) A monitoring plan as required by Paragraph 21, "Project Monitoring Plan Requirements."

- 7. DISBURSEMENT OF GRANT FUNDS. Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Funds will be disbursed by State in response to each approved invoice in accordance with the Exhibit C. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Costs.
- 8. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Work performed after the date of grant award, December 21, 2011, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the project included in this Grant Agreement in accordance with the standard accounting practices of the Grantee.

Advanced funds will not be provided. Costs that are not reimbursable with grant funds cannot be counted as cost share. Costs that are not eligible for reimbursement include but are not limited to:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Purchase of equipment not an integral part of a project.
- d) Establishing a reserve fund.
- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.
- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs.
- i) Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
- j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of the grant award with the State.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee Cost Share (i.e. Funding Match)
- l) Overhead not directly related to project costs.

9. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 6 "Basic Conditions" are met, State will disburse the whole or portions of the Grant Amount to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 16, "Submission of Reports."

Invoices submitted by Grantee shall include the following information:

- a) Costs incurred for work performed in implementing the project during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- c) Appropriate receipts and reports for all costs incurred.
- d) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - 2) Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - 3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
  - 5) Original signature and date (in ink) of Grantee's Project Manager.

Payment will be made no more frequent than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original copy of the invoice form to the following address:

Department of Water Resources  
Integrated Region Water Management  
Planning Grants Section  
Attention: Ted Daum

Overnight/Hand Delivery Address:  
901 P Street, Room 213A  
Sacramento, CA 95814

Mailing Address:  
P.O. Box 942836  
Sacramento, CA 94236-0001

10. WITHHOLDING OF GRANT DISBURSEMENT BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests. State may require the Grantee to immediately repay all or any portion of the disbursed grant amount with interest, consistent with its determination. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions."
11. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirements to remain eligible to receive State grant funds:
- a) Timely adoption of an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.

b) Demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.

12. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
  - Making any false warranty, representation, or statement with respect to this Grant Agreement.
  - Failure to operate or maintain project in accordance with this Grant Agreement.
  - Failure to make any remittance required by this Grant Agreement.
  - Failure to comply with Labor Compliance Plan (LCP) requirements.
  - Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, State may do any or all of the following:

- Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- Terminate any obligation to make future payments to Grantee.
- Terminate the Grant Agreement.
- Take any other action that it deems necessary to protect its interests.

13. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS: Grantee shall be responsible for ensuring any and all permits, licenses, and approvals required for performing their obligations under this Grant Agreement are obtained, and shall comply with CEQA (PRC Section 21000 *et seq.*) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for each project described in Exhibit A of this Grant Agreement.
14. RELATIONSHIP OF PARTIES. Grantee is solely responsible for design, construction, and operation and maintenance of project within this Grant Agreement. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Grant Agreement.
15. GRANTEE REPRESENTATIONS. Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Grant Agreement, including all incorporated documents, and to fulfill all written assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for The Disaster Preparedness and Flood Prevention Bond Act of 2006 financing.
16. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proof read for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.
- Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent via e-mail, to the State's Project Manager. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than 30 days after the agreement execution date, and the first invoice must include the first quarterly report. Future reports due on successive three-month increments based on the invoicing schedule and this date.
  - Project Completion Reports: Grantee shall prepare and submit to State a Project Completion Report. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project

completion. Each Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project, and how the project will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D-15, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form will be provided by the State.

- Post-Performance Reports: Grantee shall submit Post-Performance Reports. Post-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of 10 years after the completed project begins operation.
17. PROJECT PERFORMANCE AND ASSURANCES. Grantee agrees to faithfully and expeditiously perform or cause to be performed all project work as described in the final plans and specifications for each project under this Grant Agreement and implement the project in accordance with applicable provisions of the law. In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
  18. LABOR COMPLIANCE. Grantee agrees to comply with all applicable California Labor Code requirements, including prevailing wage provisions.
  19. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation project and in consideration of the Grant made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee may be excused from operations and maintenance only upon the written approval of the State. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the project in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."
  20. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of CWC) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.
  21. PROJECT MONITORING PLAN REQUIREMENTS. Exhibit A of this Grant Agreement shall contain activities to develop and submit to State a Project Monitoring Plan. Along with the Attachment 6 Project Performance Measures Table requirements outlined on page 19 of the Proposition 1E Round 1 SWFM Proposal Solicitation Package, the Project Monitoring Plan should also include:
    - a) Baseline conditions.
    - b) Brief discussion of monitoring systems to be utilized.
    - c) Methodology of monitoring.
    - d) Frequency of monitoring.
    - e) Location of monitoring points.

A Project Monitoring Plan shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities. See Exhibit F ("Requirements for Data Submittal") for web links and information regarding other State monitoring and data reporting requirements.

22. NOTIFICATION OF STATE. For each project, Grantee shall promptly notify State, in writing, of the following items:
- a) Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. See Exhibit G for guidance on Agreement Amendment requirements.
  - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - c) Completion of work shall include final inspection of project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-15 (Final Inspections and Certification of Registered Civil Engineer). Furthermore, the Grantee shall provide the State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.
23. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by electronic means. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
24. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
25. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Paula Landis  
Chief, Division of IRWM

P.O. Box 942836  
Sacramento CA 94236-0001

Phone: (916) 651-9220  
e-mail: plandis@water.ca.gov

Grantee: Los Angeles County Department of  
Public Works

Name: Gail Farber  
Title for Project Director: Chief  
Engineer/Director of Public Works

Address: Los Angeles Department of Public  
Works, Water Resources Division, 900 S.  
Fremont Ave., Alhambra, CA 91780

Phone: (626) 458-4002  
e-mail: GFARBER@dpw.lacounty.gov

Direct all inquiries to the Project Manager:

Department of Water Resources  
Ted Daum  
Division of Integrated Regional  
Water Management  
Mailing Address: Overnight/Hand  
Delivery Address:  
901 P Street, Room 213A  
Sacramento, CA 95814

Los Angeles County Flood Control District  
Matthew Frary  
Los Angeles County Department of Public  
Works

Mailing Address:  
P.O. Box 942836  
Sacramento, CA 94236-0001

Mailing Address:  
Water Resources Division, 900 S. Fremont Ave.,  
Alhambra, CA 91803

Phone: 916-651-9264  
e-mail: tdaum@water.ca.gov

Phone: (626) 458-6111  
e-mail: MFRARY@dpw.lacounty.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

26. CEQA COMPLIANCE. Notwithstanding any other provision of this Grant Agreement, if the environmental review pursuant to the California Environmental Quality Act (CEQA) discloses that the project, or portion thereof, will have significant environmental impacts that cannot be feasibly mitigated then Grantee shall consult with Grantor. With Grantor's approval, which shall not be unreasonably withheld, Grantee may determine not to implement any portion of the project work described in Exhibit A. In the event the parties, pursuant to this paragraph, determine not to implement any portion of the project work described in Exhibit A, this Grant Agreement shall be deemed terminated as to that portion of the project work, and the parties shall have no further obligations to each other under this Grant Agreement as to that portion of the project work.

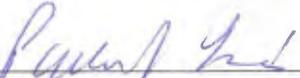
27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Schedule
- Exhibit C – Budget
- Exhibit D – Standard Conditions
- Exhibit E – Report Formats and Requirements
- Exhibit F – Requirements for Data Submittal
- Exhibit G – Guidelines for Grantees
- Exhibit H – Grantee Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

County of Los Angeles  
Department of Public Works

  
\_\_\_\_\_  
Paula J. Landis, P.E., Chief  
Division of Integrated Regional Water  
Management  
Date 1-17-13

  
\_\_\_\_\_  
*for* Gail Farber  
Chief Engineer/Director of Public Works  
Date 12-31-12

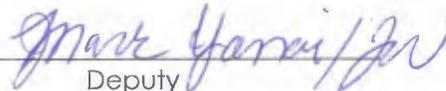
Approved as to Legal Form and Sufficiency

APPROVED AS TO FORM:

*for*   
\_\_\_\_\_  
Spencer Kenner, Assistant Chief Counsel  
Office of Chief Counsel  
Date 11 Jan 2013

JOHN F. KRATTLI  
County Counsel

Date 12/5/12

By   
\_\_\_\_\_  
Deputy

## EXHIBIT A WORK PLAN

### Tasks

The Tasks in the Santa Anita Stormwater Flood Management and Seismic Strengthening Project Workplan are as follows.

#### **Task 1. Direct Project Administration**

##### **Subtask 1a. Administration.**

The District will perform all project management tasks required to complete the project. This will consist of managing the planning, environmental compliance, and design efforts; coordinating with District's budgeting personnel; coordinating with the State on grant management, including invoicing and status reports; tracking the day to day progress of the project; and resolving any issues that arise. The PM will also be responsible for coordinating with any non-state funding partner agencies through scheduled meetings, phone and electronic mail communications, and memorandums of understanding (MOUs).

Deliverables: Invoices, quarterly reports, communications with DWR as needed.

##### **Subtask 1b. Labor Compliance Program**

The District will serve as the construction manager of the Project. The District will submit an approved Labor Compliance Program (LCP) to the Department. All future construction contracts to be awarded for the Project will require compliance with the LCP.

Deliverables: Labor Compliance Program

##### **Subtask 1c. Reporting**

Subtask 1c.1 Prepare quarterly progress reports for submittal to the Department of Water Resources' project representative pursuant to the grant agreement. The progress report will describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, any differences between work performed and the work outlined in the project work plan, and any problems encountered in the performance of the work under the grant agreement. The description of activities and accomplishments of each task during the quarter shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts.

Subtask 1c.2 Prepare a final report. Prepare a final report (i.e. Project Completion Report) that summarizes project accomplishments and submit to Department of Water Resources' project representative for review and comment. The report will include the following requirements:

- a. An introduction section including a summary of the conditions the project is to alleviate, the project's objective, the scope of the project, and a brief description of the approach and techniques used during the project.
- b. Any additional information that is deemed appropriate by the DWR's Project Representative and/or Contractor Project Representative.
- c. Indicate whether the goals of the project have been met.
- d. Include information collected in accordance with the project Monitoring Plan, including a determination of the effectiveness of the project in flood damage reduction and recharge volume to East Raymond Basin.

Deliverables: Submission of quarterly, final and post-performance reports as specified in the Grant Agreement.

## **Task 2. Land Purchase/Easement**

Not applicable. The District currently owns all of the land upon which the facilities are located.

## **Task 3. Planning/Design/Engineering/Environment**

### **Subtask 3a. Assessment and Evaluation.**

DSOD expressed a favorable opinion of the May 2004 concept to relocate the Debris Basin spillway to the left abutment; however, they identified two outstanding concerns with using the basin for water conservation: 1) the field observation that led to the 1994 conclusion that the fault exposed on the left abutment does not "significantly displace" alluvium needs to be documented. The fault should be classified in accordance with the DSOD's Fault Activity Guidelines; and 2) the previous slope stability analysis was based on limited data. A more thorough soil investigation to adequately assess the stability of the dam is needed.

Subtask 3a.1 A geotechnical investigation of the embankment abutments at the Santa Anita Debris Basin will be conducted.

Subtask 3a.2 A fault analysis of the embankment abutments at the Santa Anita Debris Basin will be conducted.

Deliverables: A geotechnical report describing the results and recommendations from Tasks 3a.1 and 3a.2.

### **Subtask 3b. Final Design**

Final Design plans and specifications of the Dam Seismic Mitigation/Outlet Tower and the Spreading Grounds, Phase I are complete. The following project plans and specifications will be completed.

Subtask 3b.1 Final Design plans and specifications for the Spreading Grounds Phase II

Subtask 3b.2 Final Design plans and specifications for the Headworks Rehabilitation

Subtask 3b.3 Final Design plans and specifications for the Dam Spillway Modifications

Subtask 3b.4 Final Design plans and specifications for the Santa Anita Debris Basin Seismic Rehabilitation

The construction work, methods and materials will be completed in accordance with the County of Los Angeles construction standards and with the provisions of the latest edition of the Standard Specifications for Public Works Construction (Green Book) standards.

Deliverables: Final Plans, Specifications and Engineer's Construction Cost Estimate

### **Subtask 3c. Environmental Documentation**

An Environmental Impact Report (EIR) for the Santa Anita Dam Seismic Mitigation/Outlet Tower was certified by the Los Angeles County Board of Supervisors on June 9, 2009. An appropriate environmental document in conformance with CEQA, likely an EIR or Mitigated Negative Declaration (MND), will be prepared for the remainder of the Project. The EIR will address the remaining Dam rehabilitation work including the new spillway, the Headworks Rehabilitation, and the Debris Basin rehabilitation along with cumulative impacts of the other Project components. Prior to preparation of the Draft EIR or MND, an initial study will be prepared. The Spreading Grounds modification does not involve any work in waters of the United States (U.S.) and is categorically exempt under CEQA. A Notice of Exemption will be filed with the County Clerk for the modifications to this existing facility.

Deliverables: EIR for the Santa Anita Dam Seismic Mitigation/Outlet Tower and EIR or MND for the remainder of the Santa Anita Stormwater Flood Management and Seismic Strengthening Project and Notice of Exemption (NOE) for the Spreading Grounds.

### **Subtask 3d. Permitting**

Work on the Dam, Headworks, and Debris Basin will require the following permits

Subtask 3d.1 404 Certifications from the United States Army Corp of Engineers (USACOE)

Subtask 3d.2 401 Water Quality Certification from the Los Angeles Regional Water Quality Control Board (RWQCB)

Subtask 3d.3 1601 Streambed Alteration Agreement from the California Department of Fish and Game (CDFG)

Subtask 3d.4 Approval from DSOD for Work on the Dam and Debris Basin

Deliverables: USACOE for 404 Certification, RWQCB for 401 Water Quality Certification, CDFG 1601 Streambed Alteration Agreement, DSOD approval and certification.

### **Task 4. Construction/Implementation**

#### **Task 4a. Construction Contracting**

A construction contract for the Dam Seismic Remediation/Outlet Tower was awarded May 27, 2010. Construction contracting for the remaining Project components will begin once design is complete with the commencement of bid solicitations. Construction contracting will be handled by District staff in compliance with public contracting code. Prior to bid solicitation, the District's governing body, the Los Angeles County Board of Supervisors (Board), is required to approve the Project and certify the environmental document.

Deliverables: Advertisement for bids, a pre-bid contractors meeting, bid opening, bid evaluation and selection of contractor with lowest responsive bid, construction contract awarded by the Board or the Director of Public Works, Notice to Proceed.

#### **Task 4b. Construction**

The District shall construct the Santa Anita Stormwater Flood Management and Seismic Strengthening Project according to the approved plans and specifications as follows.

##### Subtask 4b.1 Mobilization and Site Preparation

The contractor for the Project will have a construction trailer on-site for managing the construction. Temporary utilities will be installed for the contractor. Construction site entrances and exits will be established early in the mobilization phase to efficiently manage construction vehicle and equipment traffic. Safety meetings will be arranged to make all the parties aware of the potential hazards during construction.

Site preparation will entail any necessary rough grading of the site with the aid of preliminary surveys. Dust, erosion, and noise mitigation measures will be implemented to minimize adverse impacts to the neighboring community. Since the work will be done in phases, it is anticipated that work will proceed at one facility at a time with the exception of the Headworks Rehabilitation, which will be done at the same time as the Debris Basin construction.

##### Subtask 4b.2 Project Construction

The Project construction will consist of modifying the existing Dam, Debris Basin, Headworks, and Spreading Grounds.

Santa Anita Dam Seismic Remediation/Outlet Tower: This component includes permanent structural modifications to the Dam, including the construction of a 6-foot diameter reinforced concrete outlet tower anchored to the upstream face of the Dam and connected to the existing sluice outlet tunnel. The outlet tower will extend 50 feet from the outlet tunnel to elevation 1230 feet. DSOD considers elevation 1231 feet as the maximum safe reservoir elevation and requires this new free draining (ungated) outlet to meet the seismic requirement of the Dam by preventing long-term impoundment of water above the safe elevation. The existing sluice gate and trashrack will be removed, since they could not be relied upon to be functional for draining the Dam after a large earthquake. The gate could be rendered inoperable by an earthquake, or a storm event or debris deposition could plug the outlet. The new outlet tower is designed to withstand a MCE and will remain functional, even after an earthquake, to ensure that reservoir inflows are drained from the Dam at a rate of up to 1000 cfs. A trashrack will be constructed to extend 16 feet above the new outlet tower to ensure it is not plugged with storm debris. A new sluice gate and two smaller slide gates with a hydraulic power system and hydraulic lines will be installed on the upstream face of the new outlet tower.

Santa Anita Dam Spillway Modification: The existing spillway will be modified by notching the dam crest or constructing parapet walls to safely pass the PMF flow rate of 26,100 cfs. The adjacent abutments and downstream canyon walls will be re-armored with rockbolts and structural shotcrete for erosion protection from discharges over the new spillway. A concrete pad at the toe of the Dam will be constructed to resist undermining of the Dam foundation by the spillway flows. The concrete removed from the Dam to create the spillway may be recycled and incorporated into the Dam toe protection. The existing Dam hoist used to move equipment and materials to the Dam crest from the nearest staging area accessible to vehicles is located where the new spillway will be constructed and must be removed. A new, higher capacity hoist necessary for the Project construction will be installed on the Dam crest.

Structural improvements to Dam concrete will include grouting as well as removal and patching of spalled concrete. To ensure safe performance of the Dam, dam safety instruments including joint and crack meters, piezometers, water level sensors, leakage weirs and accelerometers will be installed with capabilities for remote viewing of data.

The Dam's valves, electrical and control systems will be removed and replaced. Three new valves will replace the existing 18-inch and two 30-inch Hollow Jet valves. Three new back-up slide gates will replace the existing back-up gates. New electric motor operators will also be installed with capabilities for local manual and remote operation.

Debris Basin rehabilitation. The Debris Basin rehabilitation will consist of replacement of new outlet works capable of withstanding the MCE; replacement of a portion of the Debris Basin embankment subject to liquefaction, and reconstruction of the spillway to address concerns with settlement/separation between the spillway and the embankment. A new outlet gate with operator capable of local manual and remote operation.

Rehabilitation of the Headworks structure. The rehabilitation of the Headworks structure will include: removal and reconstruction of the levee; construction of a new bridge to the Arcadia Wilderness Park capable of withstanding flows of up to 2000 cfs; removal of the tainter gate and replacement with a new and wider Obermeyer Gate with remote operation capabilities; demolition of the existing bypass channel and replacement with a wider bypass channel to accommodate the Obermeyer Gate; and installation of new control systems integrated with the control systems of the other Project components to optimize water conservation.

Spreading Grounds enlargement and enhancement Phase I. The Spreading Grounds enlargement and enhancement Phase I consists of enlarging the capacity of the spreading grounds by excavating three new basins. The project includes construction of new levees and spillways to allow flows to be directed to the new basins through the eastside canal.

Spreading Grounds enlargement and enhancement Phase II. The Spreading Grounds Enlargement and Enhancement Phase II consists of modifying the Spreading Grounds intake junction box, regarding the intake canal, replacing a portion of the headworks pipeline, modifying the westside canal structures, lining the eastside canal and installing a low flow gate, expanding basins 3 through 9, replacing the interbasin structures, and constructing an overflow from Basin 15 to Santa Anita Wash.

#### Subtask 4b.3 Performance Testing and Demobilization

During Project construction, elements such as control gates and valves will be shop tested prior to installation. On site testing will include taking concrete cylinders to verify strength. Dowels used to anchor into existing concrete on the Dam will be "pull tested" to verify bond strength. Construction inspectors will review material data sheets and product labels to verify supplied materials match those specified in the design documents. DSOD will inspect construction work on the Dam and the Debris Basin to ensure compliance with design.

The final construction subtask will include system integration of control systems and their automated components for maximizing stormwater runoff conservation. The system will be tested upon installation. Valves and gates will also be tested prior to contractor demobilization. During the following storm seasons, an adaptive management approach will be implemented to fine tune the system for optimizing stormwater management and groundwater recharge. Contractor demobilization will only occur after final inspection and completion of all punch list items identified during final walk through.

Deliverables: Pre-construction photos, construction photos, post-construction photos, quarterly invoices, quarterly reports, final report, post-production reports.

#### Task 5. Environmental Compliance/Mitigation/Enhancement

The final construction specifications will include environmental compliance measures as required by the environmental documents and permits. During construction, the District's Construction Division will designate an environmental compliance inspector to ensure the contractor adheres to the required compliance measures. Any required environmental mitigation or enhancement identified in the document or permits, but not a part of Project construction, will be implemented by the District through in-house forces or by a qualified specialist or contractor through a separate contract.

Deliverables: Copies of environmental compliance monitoring results during construction, photo-documentation of any habitat mitigation or enhancement.

#### Task 6. Construction Administration

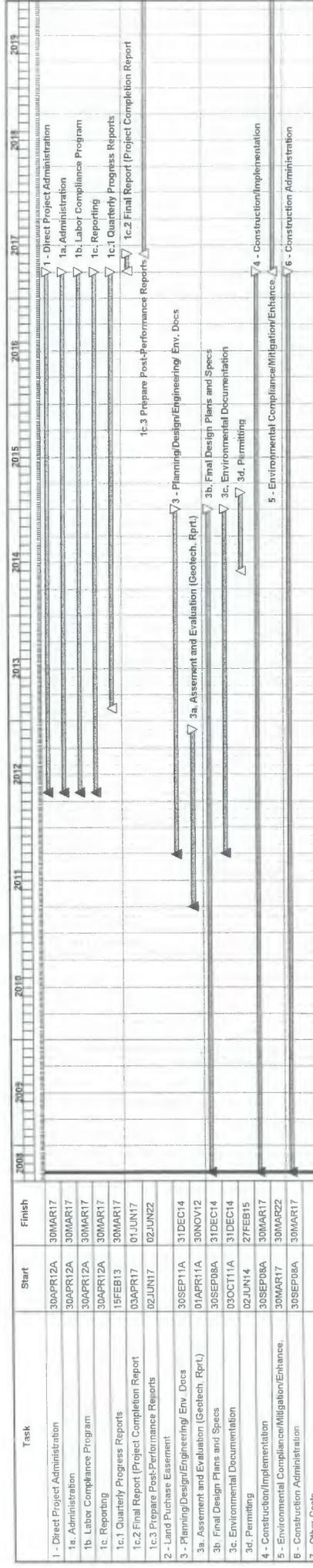
The District has a dedicated Construction Division that administers numerous multi-million dollar civil construction projects every year in conformance with the Public Contracting Code. Construction Division Staff will manage the Project construction contract process and implementation. Construction administration activities will include general preparation of construction documents, advertisement for bids, award of construction contracts, construction contract administration, and construction inspection.

Deliverables: Quarterly invoices and progress reports (for the purpose of progressive pay) for each bid item.

#### Task 7. Other Costs

Not applicable.

**EXHIBIT B**  
**SCHEDULE**



Grant Agreement No. 4600009570  
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Start Date	Finish Date	Data Date	Run Date	Sheet of 1	Date	Revision	Checked	Prepared
01SEP08	15OCT14	30SEP09	28NOV12 10:50					
Santa Anita Stormwater Flood Mgmt Classic Schedule Layout								
© Primavera Systems, Inc.								

**EXHIBIT C  
BUDGET**

Task	State Grant	Estimated Non-State Share	Required Non-State Share	Estimated Total Project Cost
1 Direct Project Administration	\$ -	\$ 147,320		\$ 147,320
2 Land Purchase/Easement (not applicable, no Task allocation)				
3 Planning/Design/Engineering/Environmental Documentation	\$ 1,000,000	\$ 763,586		\$ 1,763,586
4 Construction/Implementation <sup>1</sup>	\$ 19,850,000	\$ 17,850,000		\$ 36,850,000
5 Environmental Compliance/Mitigation/Enhancement	\$ -	-		\$ -
6 Construction Administration	\$ -	\$ 1,239,094		\$ 1,239,094
7 Other Costs (not applicable, no Task allocation)	\$ -	-		\$ -
<b>Totals</b>	<b>\$ 20,000,000</b>	<b>\$ 20,000,000</b>	<b>\$ 20,000,000</b>	<b>\$ 40,000,000</b>

1. All anticipated environmental compliance measures will be addressed in the construction contract specifications and the associated costs are included in construction implementation. The costs for any environmental compliance/mitigation/enhancement measures not included in construction of the Project are not included as a part of this Project; therefore, these costs are not budgeted.

EXHIBIT D  
STANDARD CONDITIONS

**D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:**

- a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

**D.2 ACKNOWLEDGEMENT OF CREDIT:** Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the project or using any data and/or information developed under this Grant Agreement. During construction of the project, Grantee shall install a sign at a prominent location, which shall include a statement that the project is financed under the Disaster Preparedness and Flood Prevention Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

**D.3 AMENDMENT:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties. For guidance on the Amendment Requirements see Exhibit H.

**D.4 AMERICANS WITH DISABILITIES ACT:** By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.5 AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the project, with the costs of such audit borne by State. After completion of the project, State may require Grantee to conduct a final audit, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may take any action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after project completion. See Exhibit H for a listing of documents/records that State Auditors would need to review in the event of a grant being audited.

- D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS.** The Disaster Preparedness and Flood Prevention Bond Act of 2006, is subject to the availability of funds including any mandates from the Department of Finance, the Pooled Money Investment Board or any other state authority. The State will not make payments of any kind, including advances or reimbursements, until funding is made available by the State Treasurer.
- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - b) **Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.12 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.13 DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the

performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

**D.14 DRUG-FREE WORKPLACE CERTIFICATION**

**Certification of Compliance:** By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
  1. The dangers of drug abuse in the workplace,
  2. Grantee's policy of maintaining a drug-free workplace,
  3. Any available counseling, rehabilitation, and employee assistance programs, and
  4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
  1. Will receive a copy of Grantee's drug-free policy statement, and
  2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

**D.15 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER:** Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement and to the State's satisfaction.

**D.16 GOVERNING LAW:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**D.17 GRANTEE COMMITMENTS:** Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

**D.18 INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon, accruing to or received by the Grantee under this Grant Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Grant Agreement.

**D.19 INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

**D.20 INSPECTIONS:** State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, during the term of the Grant Agreement. This right shall extend to any subagreements, and Grantee shall include provisions ensuring such access in all its contracts or sub-contractors entered into pursuant to its Grant Agreement with State. Grantee acknowledges that project documents may be subject to the Public Records Act (California Government Code Section 6250

et. seq.). State shall have the right to inspect these documents at any and all reasonable times after completion of the project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

**D.21 NONDISCRIMINATION:** During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.

**D.22 NO THIRD PARTY RIGHTS:** The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

**D.23 OPINIONS AND DETERMINATIONS:** The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.

**D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (PRC Section 21000 *et seq.*) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

Grantee shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements.

**D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program without prior permission of State. Grantee shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired with funds disbursed under this Grant Agreement be remitted to State.

**D.26 REMEDIES, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or

after completion of the project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.

- D.27 RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until June 1, 2017 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 16, "Submissions of Reports."
- D.28 RIGHTS IN DATA:** To the extent permitted by law, the Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
- D.29 SEVERABILITY OF UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- D.30 STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of project applications, documents, permits, plans and specifications or other project information by the State is for administrative purposes only and does not relieve the Grantee of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:
- a) The project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the project or any part thereof;
  - b) Performing any of the terms contained in this Grant Agreement or any related document;
  - c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and CWC Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the natural water system; or
  - d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Grant Agreement. Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Grant Agreement.
- D.31 SUCCESSORS AND ASSIGNS:** This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

**D.32 TIMELINESS:** Time is of the essence in this Grant Agreement.

**D.33 TRAVEL:** Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.

**D.34 WAIVER OF RIGHTS:** None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**EXHIBIT E**  
**REPORT FORMAT AND REQUIREMENTS**

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

**QUARTERLY PROGRESS REPORT**

Grantee shall submit Quarterly Progress Reports on a consistent basis to meet the State's requirement for disbursement of funds. The Quarterly Progress Report should describe the work performed during the reporting period. For each project, describe the work performed including:

**CONTINUING ELIGIBILITY**

- A brief summary of the status of adoption of an IRWM Plan that complies with Part 2.2 of Division 6 of the CWC commencing with Section 10530.
- An update on efforts to adopt a Groundwater Management Plan.

**PROJECT INFORMATION (INCLUDE ANY OF THE BELOW THAT WERE APPLICABLE DURING THE REPORTING PERIOD)**

- Legal matters.
- Engineering matters.
- Environmental matters.
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies.
- Major accomplishments during the quarter (i.e., tasks completed, milestones met, meetings held or attended, press releases, etc).
- Discussion of data submittal effort(s) for the previous quarter, including a description of the data submitted and date(s) of submittal.
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter.
- Description of any differences between the work performed and the work outlined in this Grant Agreement's Work Plan.

**COST INFORMATION**

- Provide a list showing all costs incurred during the quarter by the Grantee and each contractor working on the project. The list should include for all non-construction, or implementation costs, (i.e., design, and admin charges) the hours per task worked on during the quarter for above personnel.
- A discussion on how the actual budget is progressing in comparison to Exhibit C.

**SCHEDULE INFORMATION**

- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B.
- A revised schedule, by task, if changed from the schedule in Exhibit B. Note: a revised schedule may require an official amendment to the Grant Agreement before it is accepted as final.

**ANTICIPATED ACTIVITIES NEXT QUARTER**

- Provide a description of anticipated activities for the next quarterly reporting period.

**PROJECT COMPLETION REPORT**

A Project Completion Report is required for each project identified in Exhibit A. This report will include the following Sections:

## EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.
- Describe how the implemented project will meet the program preferences identified in the original Grant Application.
- Describe the mechanism or process that allows for continued performance monitoring of the project in meeting the objectives of the IRWM Plan.
- Identify any changes to the IRWM Plan as a result of implementation of the project.

## REPORTS AND/OR PRODUCTS

- Provide a copy of any final technical report or study, produced for the project as described in the Work Plan, if applicable.
- Provide a map and shapefile(s) showing the location of the completed project. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (a NAD '83 datum and either a UTM 10 or UTM 11 projection, dependent on the project's location in the state, should be utilized).
- If any wells were constructed as part of the project, provide the following information: well logs; borehole geophysical logs; state well number; site information to include horizontal (NAD '83) and vertical (NAVD '88) datum to be determined within 0.5 feet.
- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format).
- Provide copies of any data collected along with location maps.
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the project.

## COST & DISPOSITION OF FUNDS INFORMATION

- A list of invoices showing:
  - The date each invoice was submitted to State.
  - The amount of the invoice.
  - The date the check was received.
  - The amount of the check (If a check has not been received for the final invoice, then state this in this section).
- A spreadsheet summary of the original budget costs by task versus the final project costs.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants (Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc).
  - Construction cost information, shown by material, equipment, labor costs, and change orders.
  - Any other incurred cost detail.
  - A statement verifying separate accounting of grant disbursements.
- Summary of project cost including:
  - Accounting of the cost of project expenditure.
  - Include all internal and external costs not previously disclosed.
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

## ADDITIONAL INFORMATION

- Benefits derived from the project, with quantification of such benefits provided, if applicable.

- A final project schedule showing actual progress versus planned progress as shown in Exhibit B.
- Certification from a California Registered Civil Engineer that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report and an outline of the proposed reporting format.

### **POST-PERFORMANCE REPORT**

Post Performance Reports are required annually for each project for a period of 10 years beginning after the first year of operation, and includes the following:

#### **REPORTS AND/OR PRODUCTS**

- Time period of the annual report.
- Short project description and benefits.
- An assessment of any explanations for any differences between the expected versus actual project benefits. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water recharged that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 21 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

### **ELECTRONIC REPORT FORMATTING**

Grantee agrees that work funded under this Grant Agreement will be provided in an electronic format to State. Electronic submittal of final reports, plans, studies, data, and other work performed under this grant shall be as follows:

- Text preferably in MS WORD or text PDF format.
- Files generally less than 10 MB in size.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR-required naming convention; and Appendix number/letter and named in the TOC.
- For a project involving a modeling component, Grantee shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by State's Project Manager

## EXHIBIT F

### REQUIREMENTS FOR DATA SUBMITTAL

#### **SURFACE AND GROUNDWATER QUALITY DATA:**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in Quarterly Progress and Post Performance Reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website:

<http://www.ceden.org>.

If Exhibit A includes a project that contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: [http://www.waterboards.ca.gov/water\\_issues/programs/gama/](http://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:

[http://www.swrcb.ca.gov/water\\_issues/programs/gama/contact.shtml](http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml)

#### **GROUNDWATER LEVEL DATA**

For each project that collects groundwater level data, Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit E. Information regarding the WDL and in what format to submit data in can be found at:

<http://wdl.water.ca.gov/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online, Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at:

<http://www.water.ca.gov/groundwater/casgem/>

**Exhibit G**  
**Guidelines for Grantees**  
**Under DWR Financial Assistance Programs**

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both Grant funding and Grantee's Funding Match and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

**List of Documents for State Audit**

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded project).
2. Written internal procedures and flowcharts for the following:
  - a. Receipts, deposits and disbursements
  - b. State reimbursement requests
  - c. Grant expenditure tracking
  - d. Guidelines, policy, and procedures on grant funded Programs/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on grant funded Programs/Project.

Agreements and Contracts:

1. Original signed Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants received from the State.
3. A listing of all other funding sources for each project.
4. All subcontractor and consultant contracts and related or partners documents, if applicable.
5. Contracts between the Agency and member agencies as related to this Grant Agreement.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under this Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related budget line items under this Grant Agreement.
3. Reimbursement requests submitted to the State for this Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under this Grant Agreement.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for grant reimbursement.

Administration Costs: Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on this grant funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to this Grant Agreement.

Project Files:

1. All supporting documentation maintained in the project files.
2. All correspondence related to this Grant Agreement.

**General Grant Agreement Guidelines**

Amendment Requirements:

Amendments to the Work Plan, Budget, and/or Schedule of this Grant Agreement are triggered when the proposed changes are deemed by the State to be substantial. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. For example, a formal budget change to an Agreement is required when the proposed budget change for a Task is greater than 10% of the budget for that particular Task or the Task to be exchanged with.

Funding Match Contribution

Funding Match (often referred to as Grantee Cost Share) is the amount defined in Paragraph 4 of this Grant Agreement. Provided below is guidance for claiming funding match with and without in-kind services.

1. Adequate documentation supporting value of in-kind service (or volunteer service) as funding match claimed shall be maintained. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Provide formal (on official letterhead) and substantial documentation of in-kind service by including the following:
  - o Describe contributed item(s) or service(s)
  - o Purpose for which contribution was made (tie to scope of work)
  - o Name of contributing organization and date of contribution
  - o Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (see item #4, below)
  - o Person's name and function of the contributing person
  - o Hours of contribution
  - o If multiple sources exist, summarize these on a table with summed charges
  - o Was contribution provided by, obtained with, or supported by government funds? If so, indicate source.
2. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in this Grant Agreement's Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of this Grant Agreement. Evaluate eligibility with State in advance of submittal.
3. Do not track cash contributions made to a project as an expenditure as you would for an in-kind service. When providing funding match, track cash contributions to the project (i.e. revenues) and expenditures (typically in-kind contribution) separately in an accounting system.
4. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

**Exhibit H**  
**Grantee Resolution**



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 05, 2011

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

24 April 5, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**ADOPT RESOLUTION AUTHORIZING THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO APPLY FOR GRANT FUNDING FROM THE STATE OF CALIFORNIA AND AUTHORIZE ITS DIRECTOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR A STORMWATER FLOOD MANAGEMENT GRANT (PROPOSITION 1E) FOR SANTA ANITA STORMWATER FLOOD MANAGEMENT AND SEISMIC STRENGTHENING PROJECT (SUPERVISORIAL DISTRICT 5) (3 VOTES)**

### SUBJECT

This action will allow the Los Angeles County Flood Control District to apply for grant funding in an amount up to \$20,000,000 from the State of California through the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Proposition 1E) for the Santa Anita Stormwater Flood Management and Seismic Strengthening Project. This project will modify existing facilities to better manage stormwater runoff for reduced flood damage and increased water conservation, and will address immediate public health and safety needs by strengthening existing flood control facilities to address seismic safety concerns.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Adopt the resolution delegating authority to the Chief Engineer of the Los Angeles County Flood Control District or her designee to file an application for the Santa Anita Stormwater Flood Management and Seismic Strengthening Project and conduct business with the State of California on any and all matters related to this grant, including negotiating and executing the grant agreement and amendments, if necessary, to complete the project, including extensions of time, minor changes

The Honorable Board of Supervisors  
4/5/2011  
Page 2

in project scope, and alterations in the grant amount up to ten percent, subject to approval of such documents by County Counsel, and to sign and submit requests for reimbursement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to apply for up to \$20,000,000 in funding from the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Proposition 1E) for the Santa Anita Stormwater Flood Management and Seismic Strengthening Project (Grant Project). The State of California (State) is requiring, as a condition of the grant application, all applicant's governing boards to designate an authorized representative to submit the application and execute an agreement with the State.

The Grant Project consists of several elements: (1) modifying Santa Anita Dam by constructing a new riser structure to mitigate seismic deficiencies and adding a new spillway to pass the Probable Maximum Flood; (2) modifying Santa Anita Debris Dam to meet State seismic requirements and restoring full flood control and water conservation capacity; (3) enlarging and modifying the Santa Anita Spreading Grounds to improve capacity and efficiency to recharge the groundwater basin with the increased stormwater captured at the dam and debris basin; and (4) modifying the Santa Anita Headworks Diversion Structure to remediate structural deficiencies to allow the additional stormwater from the dam to be efficiently managed for increased groundwater recharge.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). This action actively seeks grant funds to augment the LACFCD's funding sources to address flood management and seismic safety issues and increase the capture of stormwater for water supply.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The estimated cost of the Grant Project is approximately \$40,000,000. Grant funding from the State in the amount of \$20,000,000 will be used to offset the cost of the project. Implementation of the project will be phased. We are working with other agencies to obtain additional financial support for the project. Funding for the project will be allocated in the Fiscal Years 2011-12 and 2012-13 Flood Control District Fund Budgets.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Adoption of the resolution will authorize the Chief Engineer or her designee, on behalf of the LACFCD to apply for up to \$20,000,000 of Stormwater Flood Management (SWFM) grant funds with the State; negotiate and enter into an agreement and amendments, if required, to complete the project, including extensions of time, minor changes in project scope, and alterations in the grant amount up to ten percent, subject to approval of such documents by County Counsel; and sign and submit requests for reimbursement. Projects eligible for this grant are required to manage

The Honorable Board of Supervisors

4/5/2011

Page 3

stormwater runoff to reduce flood damage and address immediate public health and safety needs by strengthening existing flood control facilities to address seismic safety issues. The Grant Project meets this requirement. The enclosed resolution has been reviewed and approved as to form by County Counsel

The SWFM grant will reimburse 50 percent of eligible project costs. The remaining 50 percent of project cost, the local match, must be from non-State funds expended after October 1, 2008. On March 20, 2010, your Board of Supervisors (Board) approved a construction contract with Quest Construction Company for the Santa Anita Dam Riser Modification and Reservoir Sediment Removal Project. This riser modification portion of that project is one element of the Grant Project and the cost of the riser modification is eligible as a portion of the SWFM grant's required local match.

The State Grant Agreement will be reviewed and approved as to form by County Counsel prior to execution by the Director of Public Works in her capacity as the Chief Engineer of the LACFCD.

### **ENVIRONMENTAL DOCUMENTATION**

In accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA) guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA. This proposed action would create a government funding mechanism that does not involve any commitment to a specific project, which may result in a potentially significant physical impact on the environment.

The grant application requires that we develop a plan and schedule for complying with CEQA for the Grant Project prior to reimbursement of Flood Control District funds. This plan will identify the tasks necessary to comply with CEQA, the project's scope and schedule, and that we will return to your Board regarding any environmental findings requiring your approval.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Any grant funding received as a result of these actions will offset the cost of the Grant Project, which will improve seismic safety and increase water conservation.

### **CONCLUSION**

Please return two adopted copies of this letter and one executed original of the resolution to the Department of Public Works, Water Resources Division.

The Honorable Board of Supervisors  
4/5/2011  
Page 4

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:CS:abc

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
LOS ANGELES, CALIFORNIA, ACTING AS THE GOVERNING BODY OF THE  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, APPROVING THE  
APPLICATION FOR GRANT FUNDS FOR STORMWATER FLOOD MANAGEMENT  
GRANT FUNDS UNDER THE DISASTER PREPAREDNESS AND FLOOD  
PREVENTION BOND ACT OF 2006 (PROPOSITION 1E)

WHEREAS, the people of the State of California have enacted the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resources Code Section 5096.800 *et seq.*) allocating funds to the State of California to provide funding for managing stormwater runoff to reduce flood damages (PRC 5096.827 9(c)); and

WHEREAS, the Los Angeles County Flood Control District (LACFCD) is proposing to implement a project to modify existing Flood Control facilities to better manage stormwater runoff to reduce flood damage and increase water conservation, and to address immediate public health and safety needs by strengthening them to address seismic safety concerns; and

WHEREAS, the project is eligible for the award of grant funds under this State grant program; and

WHEREAS, said procedures established by the State of California require that an applicant's governing body certify, by resolution, the approval of the application before submission of said application to the State; and

WHEREAS, if an application is granted, the applicant will be required to enter into a contract with the State of California pertaining to the use of the grant funds.

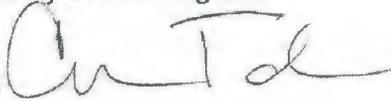
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Los Angeles, acting as the governing body of the LACDFD:

1. Approves the filing of an application for funds from the Stormwater Flood Management Grant Program under the Disaster Preparedness and Flood Prevention Bond Act of 2006 (Public Resources Code Section 5096.800 *et seq.*);
2. Appoints the Chief Engineer of the LACFCD or her designee as agent to conduct business with the State of California on any and all matters related to this grant, including negotiating and executing the grant agreement and amendments, and to sign and submit requests for reimbursement.

The foregoing resolution was adopted on the 5<sup>th</sup> day of April, 2011, by the Board of Supervisors of the County of Los Angeles acting as the governing body of the Los Angeles County Flood Control District.

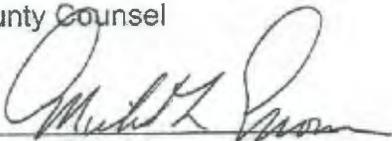


SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By   
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By   
Deputy

MC:yg

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